

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30						1. Requisition Number SEE SCHEDULE		Page 1 Of 25					
2. Contract No. W56HZV-04-D-B085		3. Award/Effective Date 2004JUN10		4. Order Number		5. Solicitation Number			6. Solicitation Issue Date				
7. For Solicitation Information Call: 				A. Name MIKE ROLFMEYER		B. Telephone Number (No Collect Calls) (586) 753-2201			8. Offer Due Date/Local Time				
9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBA WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: ROLFSEMEM@TACOM.ARMY.MIL				Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336112 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)		12. Discount Terms			
15. Deliver To SEE SCHEDULE				Code		16. Administered By DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451				Code S1403A			
Telephone No.													
17. Contractor/Offeror KOMATSU AMERICA INTERNATIONAL COMPANY 440 NORTH FAIRWAY DRIVE P.O. BOX 8112 VERNON HILLS, IL. 60061-8112 Telephone No. (708) 831-6962				Code 5X718 Facility		18a. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264						Code HQ0338	
17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum									
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE Contract Expiration Date: 2006JUN18 (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity	22. Unit	23. Unit Price		24. Amount			
25. Accounting And Appropriation Data								26. Total Award Amount (For Govt. Use Only) \$0.00					
27a.Solicitation Incorporates By Reference FAR 52.212-1,52.212-4,FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.								27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
28. Contractor Is Required To Sign This Document And Return _____ Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.						29. Award Of Contract: Ref. W56HZV04RS085 Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE							
30a. Signature Of Offeror/Contractor						31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)				30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) M. J. FRANZEN /SIGNED/ FRANZENM@TACOM.ARMY.MIL (810) 574-6304				31c. Date Signed			
Authorized For Local Reproduction Previous Edition Is Not Usable								Standard Form 1449 (Rev. 4/2002) Prescribed By GSA-FAR (48 CFR) 53.212					

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

2	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

3	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

1. THE PURPOSE OF THIS AMENDMENT 0001 TO W56HZV-04-R-S085 IS TO MAKE THE FOLLOWING CHANGES:

A. CHANGE SECTION C - CLAUSE NUMBER C.1 "CONTRACT SPECIFICATIONS"

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1. C.7 "SAFETY" IS ADDED. REFERENCE NEW C.1 ATTACHED WITH THIS AMENDMENT.

B. CHANGE SECTION I - CLAUSE NUMBER 16 "252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED...".

1. IN PARAGRAPH (b), "252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (10 U.S.C. 2631)" IS CHECKED TO INCLUDE THE REQUIREMENT.

2. IN PARAGRAPH (b), "252.225-7021, TRADE AGREEMENTS (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 NOTE)" IS CHECKED TO INCLUDE THE REQUIREMENT.

3. IN PARAGRAPH (b), "252.225-7036, BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENT PROGRAMS (JAN 2004) (____ALTERNATE i)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note) IS NOT CHECKED TO REMOVE THE REQUIREMENT.

C. CHANGE SECTION K - CLAUSE NUMBER 10 "52.212-4851 ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS"

1. DELETE CLAUSE NUMBER 10 AND ADD NEW CLAUSE K-15 TITLED "ELECTRONIC OFFERS REQUIRED-COMMERCIAL ITEMS".

2. PLEASE NOTE REQUIREMENTS ON SIZE AND SUBMISSION BY EMAIL ONLY.

2. ADDITIONALLY, NOTE IN SECTION K - CLAUSE NUMBER 3 "52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS", PARAGRAPH (b)((9) ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS.

3. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. THE DATE AND CLOSING TIME REMAINS UNCHANGED AT 10:00 AM EST, 15 MAY 2004.

*** END OF NARRATIVE A 002 ***

1. THE PURPOSE OF THIS AMENDMENT 0002 TO W56HZV-04-R-S085 IS TO MAKE THE FOLLOWING CHANGES:

A. CHANGE SECTION I - CLAUSE NUMBER 12 "52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS"

1. IN PARAGRAPH (b), NUMBER (25) "52.225-15, SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS (E.O. 12849)" IS UNCHECKED TO DELETE THE REQUIREMENT.

2. THE REVISED CLAUSE IS INCORPORATED BY THIS AMENDMENT.

3. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. THE DATE AND CLOSING TIME REMAINS UNCHANGED AT 10:00 AM EST, 15 MAY 2004.

*** END OF NARRATIVE A 003 ***

27 DELIVERY SCHEDULE FOR DELIVERY ORDERS

a) The following delivery schedule applies to this procurement:

(1) Delivery of the Minimum Guaranteed Quantity, X each, will be made on the Delivery Order 001 and must be delivered in accordance with delivery schedule in Schedule B. Subsequent Delivery Order quantities shall be * each in accordance with the following delivery schedule:

Name of Offeror or Contractor: KOMATSU AMERICA INTERNATIONAL COMPANY

Quantity	1st Ordering Period	2nd Ordering Period
2	60	90
2	90	90
2	90	90
2	90	90

(2) You can accelerate delivery: At no additional cost to the Government with Procuring Contracting Officer approval.

(3) Delivery is defined as follows:

(i) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

[End of Clause]

*** END OF NARRATIVE A 004 ***

KOMATSU AMERICA CORP.'S SUBCONTRACTING PLAN DATED 6 APRIL 2004 IS APPROVED AND INCORPORATED BY REFERENCE INTO CONTRACT W56HZV0-04-D-B085. THE PLAN IS CONTAINED WITHIN THE CONTRACT FOLDER.

*** END OF NARRATIVE A 005 ***

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Name of Offeror or Contractor: KOMATSU AMERICA INTERNATIONAL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT CONTRACT LINE ITEM NUMBERS (CLINs) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0851 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0852 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0851 Through 0852:</p> <p>Minimum 2 Year Quantity: 2 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 2 Year Quantity: 18 EACH</p> <p>ONLY THE MINIMUM 2 YEAR QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE IS A GOOD FAITH ESTIMATE.</p> <p>THIS BUY IS CROSS REFERENCED TO ITEM 85 (For Internal Purposes Only).</p>				

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Name of Offeror or Contractor: KOMATSU AMERICA INTERNATIONAL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative A001)				
0851	SECURITY CLASS: Unclassified				
0851AA	<p data-bbox="264 548 479 567"><u>FIRST ORDERING YEAR</u></p> <p data-bbox="264 680 766 831">NOUN: UTILITY VEHICLE, FRONT LOADER, SKIDSTEER (BOBCAT TYPE), IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AT C.1, ATTACHED AS ATTACHMENT 001, AND THE INCORPORATED COMPLETED TECHNICAL INFORMATION QUESTIONNAIRE, ATTACHMENT 002.</p> <p data-bbox="264 865 777 963">EACH UTILITY VEHICLE, FRONT LOADER, SKIDSTEER (BOBCAT TYPE) SHALL BE OVERPACKED WITH THE CONTRACTOR'S AVAILABLE OPERATOR MANUAL (ANY LANGUAGE).</p> <p data-bbox="264 997 777 1096">CONTRACTOR MUST PROVIDE AN ENGLISH AND ARABIC (DIALECT APPROPRIATE TO IRAQ) MANUAL (IN ACCORDANCE WITH C.2) WHICH IS INCLUSIVE OF THE PROPOSED UNIT PRICE.</p> <p data-bbox="264 1129 777 1310">VEHICLES CAN BE AND WILL BE EXPECTED TO BE SHIPPED WITH THE AVAILABLE VEHICLE'S STANDARD MANUAL, IN WHATEVER LANGUAGE, BUT THE CONTRACTOR WILL BE PAID ONLY 80% OF THE TOTAL COST PER VEHICLE UPON ACCEPTANCE IF THE TWO REQUIRED LANGUAGE MANUALS ARE NOT INCLUDED WITH THE ORIGINAL SHIPMENT.</p> <p data-bbox="264 1344 777 1495">WHEN ENGLISH AND ARABIC TRANSLATED MANUALS ARE PROVIDED, (ONE OR BOTH, WHATEVER COMPLETES THE REQUIREMENT OF BOTH MANUAL TYPES), THE ADDITIONAL 20% OF THE UNIT PRICE, PER VEHICLE, WILL BE PAID UPON ACCEPTANCE OF THE MANUALS.</p> <p data-bbox="444 1528 699 1547">(End of narrative B001)</p> <p data-bbox="264 1633 500 1652"><u>Packaging and Marking</u></p> <p data-bbox="264 1713 787 1759">STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO BAGHDAD.</p> <p data-bbox="444 1793 699 1812">(End of narrative D001)</p> <p data-bbox="264 1898 545 1917"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1923 836 1942">INSPECTION: Destination ACCEPTANCE: Destination</p>	9	EA	\$ 60,727.00000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO BAGHDAD</p> <p>GOVERNMENT OBJECTIVE DELIVERY SCHEDULE: 2 EACH - 30 JUN 04</p> <p>CONTRACTOR DELIVERY SCHEDULE: 2 EACH - <u>60 DARO</u></p> <p>(End of narrative F001)</p>				

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Name of Offeror or Contractor: KOMATSU AMERICA INTERNATIONAL COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0852	SECURITY CLASS: Unclassified				
0852AA	<p data-bbox="264 443 513 462"><u>SECOND ORDERING PERIOD</u></p> <p data-bbox="264 548 776 674">NOUN: FRONT LOADER, SKIDSTEER (BOBCAT TYPE), IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AT C.1, ATTACHED AS ATTACHMENT 001, AND THE INCORPORATED COMPLETED TECHNICAL INFORMATION QUESTIONNAIRE, ATTACHMENT 002.</p> <p data-bbox="264 705 730 779">EACH FRONT LOADER SKIDSTEER (BOBCAT TYPE) SHALL BE OVERPACKED WITH THE CONTRACTOR'S AVAILABLE OPERATOR MANUAL (ANY LANGUAGE).</p> <p data-bbox="264 810 776 915">CONTRACTOR MUST PROVIDE AN ENGLISH AND ARABIC (DIALECT APPROPRIATE TO IRAQ) MANUAL (IN ACCORDANCE WITH C.2) WHICH IS INCLUSIVE OF THE PROPOSED UNIT PRICE.</p> <p data-bbox="264 947 776 1125">VEHICLES CAN BE AND WILL BE EXPECTED TO BE SHIPPED WITH THE AVAILABLE VEHICLE'S STANDARD MANUAL, IN WHATEVER LANGUAGE, BUT THE CONTRACTOR WILL BE PAID ONLY 80% OF THE TOTAL COST PER VEHICLE UPON ACCEPTANCE IF THE TWO REQUIRED LANGUAGE MANUALS ARE NOT INCLUDED WITH THE ORIGINAL SHIPMENT.</p> <p data-bbox="264 1157 776 1314">WHEN ENGLISH AND ARABIC TRANSLATED MANUALS ARE PROVIDED, (ONE OR BOTH, WHATEVER COMPLETES THE REQUIREMENT OF BOTH MANUAL TYPES), THE ADDITIONAL 20% OF THE UNIT PRICE, PER VEHICLE, WILL BE PAID UPON ACCEPTANCE OF THE MANUALS.</p> <p data-bbox="443 1346 699 1365">(End of narrative B001)</p> <p data-bbox="264 1451 500 1470"><u>Packaging and Marking</u></p> <p data-bbox="264 1524 787 1577">STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO BAGHDAD.</p> <p data-bbox="443 1608 699 1627">(End of narrative D001)</p> <p data-bbox="264 1713 545 1732"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1738 836 1757">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="264 1789 513 1808">FOB POINT: Destination</p> <p data-bbox="264 1839 776 1944">SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR</p>	9	EA	\$ 40,238.00000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ITEMS REQUIRED UNDER THIS REQUISITION.				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECURITY CLASS: Unclassified				
2001AA	<p data-bbox="264 438 669 459"><u>SUPPLEMENTAL MANUALS IAW CLIN 0851AA</u></p> <p data-bbox="264 571 766 642">NOTE: THIS ITEM IS A FIRM REQUIREMENT. THE TOTAL QUANTITY WILL BE ORDERED ON THE FIRST DELIVERY ORDER.</p> <p data-bbox="264 678 787 724">NOUN: SERVICE/REPAIR/OPERATOR MANUALS FOR THE MINISTRY OF OIL IN ACCORDANCE WITH C.2.</p> <p data-bbox="444 915 699 936">(End of narrative B001)</p> <p data-bbox="264 1022 501 1043"><u>Packaging and Marking</u></p> <p data-bbox="264 1102 547 1123"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1127 836 1148">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="264 1182 513 1203">FOB POINT: Destination</p> <p data-bbox="264 1236 779 1388">SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p data-bbox="264 1474 818 1545">THE DELIVERY DATE OF THESE SUPPLEMENTAL MANUALS IS CONCURRENT WITH DELIVERY OF THE ENGLISH AND ARABIC MANUALS TO BE DELIVERED UNDER CLIN 0851AA.</p> <p data-bbox="264 1581 498 1652">POC: GARY STEVENSON CPA PMO CONSTRUCTION APO AE 09316</p> <p data-bbox="264 1711 677 1732">MANUALS MUST BE SENT BY FEDEX OR DHL</p> <p data-bbox="444 1791 699 1812">(End of narrative F001)</p>	1	EA	\$ 2,500.00000	

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C

C.1 CONTRACT SPECIFICATIONS

The Contract Specifications for Contract Line Items (CLINs) 0851AA and 0852AA are listed at Attachment 001. Delivered items must comply with the TIQ that has been incorporated into the contract as a binding requirement. The Contractor's completed TIQ is added by Attachment 002.

C.2 MANUALS

The Contractor must provide English and Arabic (dialect appropriate to Iraq) service/operator/repair manuals per vehicle which is inclusive of the proposed unit price. Vehicles are required to be shipped with the available off the shelf standard manual, in current language, but the Contractor will be paid only 80% of the total cost per vehicle upon acceptance if the two required language manuals are not included with the original shipment. The Contractor will not withhold shipment of vehicles until English and/or Arabic manuals are complete. When English and Arabic translated manual are provided, (one or both, whatever completes the requirement of both manual types), the additional 20% of the unit price, per vehicle, will be paid upon acceptance of the manuals.

The English and/or Arabic manuals are to be in accordance with Data Item Description (DID) DI-TMSS-80527A(T), Attachment 4.

The supplemental service/operator/repair manuals shall be delivered when the English and Arabic manuals are delivered.

C.3 LOGISTICS SUPPORT

In order to satisfy basic upkeep of the vehicles, including warranty support, spare and repair part support, routine maintenance, and other services, the Contractor shall maintain a known dealer within the non-terrorist countries of the Southwest Asian region.

C.4 WARRANTY

The Contractor shall warrant their vehicle in accordance with their standard commercial warranty, if any. The Contractor shall provide with the first vehicle delivery a copy of their standard commercial warranty in English and Arabic. Additionally, the Contractor shall provide a copy of all pass through any warranties in English and Arabic that are normally provided by their vendors or other sources of supply for components of the vehicles delivered under this contract. The Contractor shall be responsible for administering all pass through warranties. Pass through warranties will start at the time specified by the Contractors suppliers. All remedies which the Government may seek as the result of such pass through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost of any warranty is included in the price of the vehicle. Provide the point of contact (name, address, phone number, email, etc.) with warranty.

C.5 EXPORT LICENSE

The Contractor shall obtain all export and other required licenses in order to perform this contract and meet the delivery schedule.

C.6 MATERIAL

Only new material will be accepted.

C.7 SAFETY

The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Iraq.

*** END OF NARRATIVE C 001 ***

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SPECIAL CONTRACT REQUIREMENTS

SECTION H

H.1 SOURCE FROM AN ELIGIBLE COUNTRY

SEE CLAUSE L.2.4

Eligible countries are:

Afghanistan	Iceland	Palau	United Kingdom
Albania	Iraq	Panama	United States
Angola	Italy	Philippines	Uzbekistan
Australia	Japan	Poland	
Azerbaijan	Jordan	Portugal	
Bahrain	Kazakhstan	Qatar	
Bulgaria	Kuwait	Romania	
Colombia	Latvia	Rwanda	
Costa Rica	Lithuania	Saudi Arabia	
Czech Republic	Macedonia	Singapore	
Denmark	Marshall Islands	Slovakia	
Dominican Republic	Micronesia	Solomon Islands	
Egypt	Moldova	South Korea	
El Salvador	Mongolia	Spain	
Eritrea	Morocco	Thailand	
Estonia	Netherlands	Tonga	
Ethiopia	New Zealand	Turkey	
Georgia	Nicaragua	UAE	
Honduras	Norway	Uganda	
Hungary	Oman	Ukraine	

*** END OF NARRATIVE H 001 ***

H.2 RECONSTRUCTION LEVY EXEMPTION

Coalition Provisional Authority (CPA) Order No. 54 introduced a 5% levy on all commercial importations to Iraq. This contract pertains to Reconstruction Projects under PMO, which deems the levy exempt. In order to pass customs without paying the levy, the form at Attachment 2 must be filled out and must accompany each shipment, as well as sending the completed form via email to two email addresses prior to shipment, as follows: Margaret.ely@cpa-iq.org <<mailto:Margaret.ely@cpa-iq.org>> and pmo-sloc@Baghdadforum.com <<mailto:pmo-sloc@Baghdadforum.com>>. Once these emails are received, Iraq customs will be contacted with the shipment information, and will coincide with the form that is sent with the actual shipment.

The customs information contained in contracts will be collected by PMO Logistics and maintained at the PMO Logistics Movement Control Center (LMCC) (pmo-sloc@Baghdadforum.com <<mailto:pmo-sloc@Baghdadforum.com>>) where coordination with the Ministry of Interior (MOI) and Customs will take place. MOI has retained a Customs Liaison Officer to work full time in the LMCC to assist in tracking shipments and assure PMO supplemental goods cross the borders without incident.

*** END OF NARRATIVE H 002 ***

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CONTRACT CLAUSES

SECTION I

*** END OF NARRATIVE I 001 ***

	Regulatory Cite	Title	Date
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
4	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
5	52.247-34	F.O.B. DESTINATION	NOV/1991
6	52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
7	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
8	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
10	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
11	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
12	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2004

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- x____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ____(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____(ii) Alternate I to 52.219-5.
- ____(iii) Alternate II to 52.219-5.
- (5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- x____(7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- x____(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
- (ii) Alternate I of 52.219-9.
- (iii) Alternate II of 52.219-9.
- ____(9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- x____(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____(ii) Alternate I of 52.219-23.
- x____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- x____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- x____(13) 52.222-3, Convict Labor (E.O. 11755)
- x____(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004)(E.O.13126)
- x____(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- x____(16) 52.222-26, Equal Opportunity (E.O. 11246)
- x____(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- x____(18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-D-B085 MOD/AMD</p>	<p style="text-align: center;">Page 14 of 25</p>
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x (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

___ (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).

___ (ii) Alternate I of (Jan 2004)52.225-3.

___ (iii) Alternate II of (Jan 2004)52.225-3.

x (23) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign assets Control of the Dept. of the Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

x (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (33) (i) 52.247-64, Preference for Privately Owned U.S.--Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

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(v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontrats for commercial items a minimal number of additional clasues necessary to satisfy its contractual obligations.

(End of clause)

13 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 2 years from the date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

14 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 EA, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 9 EA

(2) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

15 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after three and one-half (3 1/2) years after contract award.

[End of Clause]

16	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/2004
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(x) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

x____252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

x____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

____252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).

____252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

x____252.225-7012 Preference for Certain Domestic Commodities.

x____252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).

x____252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).

x____252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
(____ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app.
acts).

x____252.225-7021 Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

____252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(____
Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

x____252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns
Section 8021 of Pub.L. 107-248).

x____252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

x____252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

x____252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

x____252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

x____252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(____Alternate I)
(____Alternate II)
(____ Alternate III)(10 U.S.C. 2631)

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x 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- x 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
- x 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- x 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

17 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

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(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

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(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

18 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES SEP/2002

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$56,190 or more; or

(4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$169,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

19 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

20 252.204-7004 ALTERNATE A NOV/2003
REQUIRED CENTRAL CONTRACTOR REGISTRATION

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

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(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

21 252.225-7041 CORRESPONDENCE IN ENGLISH

JUN/1997

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

22 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

23 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING
(TACOM)

DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar

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days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
 Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
 Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
 Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

24	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)			
(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.			
(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).			
(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.			
(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award			

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shall be transmitted electronically.

[End of Clause]

25 52.246-4026 LOCAL ADDRESS FOR DD FORM 250
 (TACOM)

JAN/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

26 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
 (TACOM)

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

27 DELIVERY SCHEDULE FOR DELIVERY ORDERS

a) The following delivery schedule applies to this procurement:

(1) Delivery of the Minimum Guaranteed Quantity, X each, will be made on the Delivery Order 001 and must be delivered in accordance with delivery schedule in Schedule B. Subsequent Delivery Order quantities shall be * each in accordance with the following delivery schedule:

<u>Quantity</u>	<u>1st Ordering Period</u>	<u>2nd Ordering Period</u>
2 _____	60 DARO _____	90 DARO _____
2 _____	90 DARO _____	90 DARO _____
2 _____	90 DARO _____	90 DARO _____
2 _____	90 DARO _____	90 DARO _____

(2) You can accelerate delivery: At no additional cost to the Government with Procuring Contracting Officer approval.

(3) Delivery is defined as follows:

(i) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

[End of Clause]

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*** END OF NARRATIVE I 002 ***

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LIST OF ATTACHMENTS

SECTION J

PLEASE NOTE - NONE OF THE ATTACHMENTS (PACKAGES) LISTED BELOW ARE WITHIN THIS ELECTRONIC CONTRACT. YOU OBTAIN THEM FROM THE TACOM WEBSITE AT <http://contracting.tacom.army.mil/sol.htm>. AND IS ADDITIONALLY POSTED ON THE IMCVS WEBPAGE: <http://contracting.tacom.army.mil/imcvs/awd.htm>

THEY ARE POSTED/HYPERLINKED WITH THE ASSOCIATED CONTRACT NUMBER.

*** END OF NARRATIVE J 001 ***

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT SPECIFICATIONS	29-APR-2004		ELECTRONIC
Attachment 002	KOMATSU AMERICA CORP.'S COMPLETED TIQ	15-MAY-2004		EMAIL
Attachment 003	RECONSTRUCTION LEVY EXEMPTION			ELECTRONIC
				IMAGE